GARRARD COUNTY SCHOOLS
Lancaster, Kentucky
CONTRACT EMPLOYING SUPERINTENDENT

This CONTRACT, made and entered into this 16th day of May, 2013, by and between the BOARD OF EDUCATION OF GARRARD COUNTY (hereinafter "BOARD"), and Paul M. Mullins (hereinafter "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on the 16th day of May, 2013.

WITNESSETH:

NOW, THEREFORE, the BOARD and the SUPERINTENDENT, for the consideration herein specified, agree as follows:

IT IS AGREED:

1. ***TERM OF EMPLOYMENT***
The SUPERINTENDENT is hereby hired for a term commencing on July 1, 2013, to June 30, 2017, as Superintendent for the Garrard County Schools, Lancaster, Kentucky.

2. ***CERTIFICATE***
The SUPERINTENDENT shall retain at all times during the term of this CONTRACT, a valid and appropriate certificate to act as Superintendent in accordance with the laws of the Commonwealth of Kentucky and as directed by the BOARD, and comply with KRS 160.350 and the Professional Code of Ethics for Kentucky school certified personnel as enacted by the Education Professional Standards Board.

3. ***DUTIES***
The SUPERINTENDENT shall have charge of the administration of the schools under the direction of the BOARD. The SUPERINTENDENT shall be chief executive officer of the BOARD; shall be responsible for implementation of BOARD policies; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serve the School District; shall from time to time suggest policies and procedures deemed necessary for the well ordering of the School District, and in general perform all duties that are by law incident to the office of the SUPERINTENDENT and such other duties as may be prescribed by the BOARD from time to time. No policy or bylaw of the BOARD shall diminish the SUPERINTENDENT's legitimate power or authority as prescribed

by the applicable laws of the Commonwealth of Kentucky. Moreover, all duties assigned to the SUPERINTENDENT by the BOARD shall be appropriate to and consistent with the professional role and responsibility of the SUPERINTENDENT. The BOARD, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to its attention to the SUPERINTENDENT for study, recommendation, or appropriate action. The SUPERINTENDENT shall attend all BOARD meetings and all BOARD committee meetings unless excused for just cause or as otherwise permitted or made necessary as a matter of law.

4. ***PROFESSIONAL GROWTH OF SUPERINTENDENT***

The BOARD encourages the continuing professional growth of the SUPERINTENDENT through:

A. the operations, programs, and other activities conducted or sponsored by local, state, and national school administrator and school board associations;

B. seminars and courses offered by public or private educational institutions; and

C. information meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the SUPERINTENDENT to perform his/her professional responsibilities for the School District.

In its encouragement, the BOARD shall permit a reasonable amount of release time for the SUPERINTENDENT to attend to such matters as set out above and shall pay for the necessary fees for travel and subsistence expenses or any other reasonable expenses that are incurred by the SUPERINTENDENT related to such professional growth activities.

5. ***COMPENSATION***

The salary for serving as SUPERINTENDENT shall be not less than One Hundred Ten Thousand Dollars ($110,000.00) per school year. The salary shall be paid in bi-monthly installments on the same dates administrators who work twelve (12) months are paid.

The BOARD, based upon its evaluation of the SUPERINTENDENT, may adjust the salary of the SUPERINTENDENT during the term of this CONTRACT, provided that in no event shall the SUPERINTENDENT be paid less than the salary specified above. Any such adjustment of salary made during the term of this CONTRACT shall be in the form of an amendment to this CONTRACT. Any said adjustment shall become part of this CONTRACT, but it shall not be deemed that the BOARD and the SUPERINTENDENT have entered into a new CONTRACT, nor shall it be deemed that the termination date of the existing CONTRACT has been extended. Although the SUPERINTENDENT's salary may be increased at the discretion of the BOARD, nevertheless, this provision shall not be construed as an expectation by the SUPERINTENDENT that any such increase will occur. Nevertheless, and in any event,

[Supterintendent Initials] [Chairperson Initials]

irrespective of any merit based adjustment in the salary during the term of this CONTRACT, the SUPERINTENDENT shall receive an increase each year of this CONTRACT starting the second year of this CONTRACT by an amount at least equal to the greatest percentage increase received by any certified employee on any one rank and step of the district salary schedule.

The BOARD shall evaluate and assess in writing the performance of the SUPERINTENDENT consistent with the present provisions of KRS 156.557 and any future amendment relating to the evaluation of a superintendent during the term of this CONTRACT. This evaluation and assessment shall be reasonably related to the position description of SUPERINTENDENT and the goals and objectives of the School District for the period in question. The BOARD and the SUPERINTENDENT shall meet in closed executive session for the purpose of mutual evaluation of the performance of the BOARD and SUPERINTENDENT, prior to any public disclosure of the final evaluation.

6. ***WORKING DAYS AND BENEFITS***

A. It is understood and agreed that each school year, from July 1 through June 30 during the term of this CONTRACT shall consist of two hundred forty (240) working days leaving twenty (20) noncontract days each school year. If the SUPERINTENDENT elects to be away from the job for five (5) or more working days consecutively or for more than ten (10) working days in any school month, this shall be subject to BOARD approval.

B. The SUPERINTENDENT shall be entitled to all of the benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with the Garrard County Schools, including, but not limited to, emergency leave, leave for jury duty, personal leave, and sick leave, benefits under the Kentucky Teachers' Retirement System, and other administrative certified employee benefits as provided for in board policy. In addition, the SUPERINTENDENT shall be provided the family health insurance plan available to other employees, and the BOARD shall pay that yearly premium cost. All unused days given for illness, bereavement, personal or emergency, shall accumulate without limit, and shall be considered sick leave, subject to all board policies that apply to sick leave for other personnel.

C. The BOARD recognizes the mutual benefits derived by the SUPERINTENDENT and the BOARD of the SUPERINTENDENT's membership in certain professional and/or civic organizations. The BOARD shall pay per fiscal year for membership dues for the Kentucky Association of School Superintendents (KASS), the Kentucy Association of School Administrators (KASA), and one (1) civic organization of the SUPERINTENDENT's choice.

[Supterintendent Initials] [Chairperson Initials]

D. For use of the SUPERINTENDENT'S personal vehicle for travel required or associated with the performance of duties as superintendent, the BOARD will reimburse the SUPERINTENDENT at the mileage rate consistent with Board policy.

E. The SUPERINTENDENT shall be reimbursed each month in a sum not exceeding $75.00 ($75.00) for costs associated with the use of a personal communication device

F. The SUPERINTENDENT shall be entitled to twenty (20) days of paid vacation each school year, which shall become available at the commencement of each fiscal year, and which shall be exclusive of legal holidays and other days not considered working days pursuant to the school calendar adopted by the BOARD, to be used at the discretion of the SUPERINTENDENT. Annual vacation shall accrue and may accumulate to a total not exceeding sixty (60) days, and the SUPERINTENDENT shall be compensated at the then current value for each unused vacation day accrued at the time of retirement, separation, or termination of employment per Board policy.

7. ***OUTSIDE EXPENSES***

The SUPERINTENDENT may, with the express consent of the BOARD, serve as a consultant to other districts or educational agencies, or engage in writing and speaking activities, so long as such activities do not interfere with the SUPERINTENDENT's duties to this School District and are of short duration.

If the SUPERINTENDENT is compensated for outside activities by an agency other than this BOARD, the time involved for such functions will be used as his/her leave pursuant to an appropriate Board policy, or as the use of an accumulated vacation day, if he/she does not then have appropriate leave time available, and this BOARD will not otherwise pay the SUPERINTENDENT's salary or expenses for the activity.

8. ***NOTICE***

Any notice or communication permitted or required under this CONTRACT shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the BOARD, address to:

Chairman, Board of Education
Garrard County Schools
322 West Maple Avenue
Lancaster, KY 40444-1064

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Lancaster, KY 40444-1064

9. ***TERMINATION OF EMPLOYMENT CONTRACT***

This CONTRACT may be terminated as per the Board's policy and under State statutory law and pertinent case decisions and shall also include the following:

a. By expiration of its term with any extension thereof;
b. Mutual agreement of the parties;
c. Discharge for cause pursuant to KRS 160.350;
d. Retirement of the SUPERINTENDENT.

10. ***SAVINGS CLAUSE***

If, during the term of this CONTRACT, it is found that a specific clause of the CONTRACT is illegal under State or Federal law, the remainder of the CONTRACT not affected by such a ruling shall remain in force.

11. ***MISCELLANEOUS***

This CONTRACT has been executed in Kentucky, and shall be governed in accordance with the laws of the Commonwealth of Kentucky in every respect.

Paragraph headings have been inserted for convenience or reference only, and if there shall be any conflict between any such headings and the text of this CONTRACT, the text shall control.

This CONTRACT shall be executed in duplicate originals.

This CONTRACT contains all of the terms agreed upon by the parties with respect to the subject matter of this CONTRACT and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written.

IN TESTIMONY THEREOF, the BOARD and the SUPERINTENDENT have caused this CONTRACT to be executed in their respective names, and in the case of the BOARD, by its Chairperson, on the day and year first above written.

BOARD OF EDUCATION OF GARRARD COUNTY, KENTUCKY

BY: Joe E Brown
CHAIRPERSON

ATTEST:

RWM [Supterintendent Initials]

[Chairperson Initials] JEB

_____
SECRETARY

COMMONWEALTH OF KENTUCKY)
) Sct.
COUNTY OF _____)

Subscribed and sworn to before me by Joe Brown, Board of Education of Garrard County on this the ____ day of _____, 2013.

My Commission expires: _____, 201__.

_____
NOTARY PUBLIC

Paul M Mullins
_____, SUPERINTENDENT

COMMONWEALTH OF KENTUCKY)
) Sct.
COUNTY OF Garrard)

Subscribed and sworn to before me by Paul M. Mullins on this the 16th day of May, 2013.

My Commission expires: 12-22-____, 2013

Patricia A. Stone
NOTARY PUBLIC

PMM [Supterintendent Initials]

[Chairperson Initials] JEB